**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**

**SPECIAL CIVIL APPLICATION No. 10805 of 2001**

**For Approval and Signature:**

**HONOURABLE MR.JUSTICE H.K.RATHOD**

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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**GUJARAT TELECOM CIRCLE - Petitioner(s)**
**Versus**
**ADHESHKUMAR SITALAPRASAD - Respondent(s)**

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**Appearance :**
MR JS YADAV for Petitioner(s) : 1,
MR TR MISHRA for Respondent(s) : 1,
MR UT MISHRA for Respondent(s) : 1,

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**CORAM : HONOURABLE MR.JUSTICE H.K.RATHOD**

**Date : 20/07/2006**

**ORAL JUDGMENT**

1. Heard the learned advocate Mr. J.S. Yadav appearing on behalf of the petitioner and learned advocate Mr. T.R. Mishra appearing on behalf of the respondent.

2. In the present petition, petitioner has challenged the award passed by the Industrial Tribunal (Central) Gujarat, Ahmedabad in Reference (I.T.C.) No.19 of 1997 dated 6th August 2001. The Industrial Tribunal has set aside the termination order and granted the reinstatement with continuity of service with full back wages of interim period on the average payment which was made to the workman at the time of terminating his service. The Industrial Tribunal has also awarded cost of Rs.1,000/-.

3. This Court has issued 'Rule' and interim relief in terms of Para 7(B)(i) amended by order dated 7th November 2001 is granted. The learned advocate Mr. Yadav submitted that in pursuance to the order passed by this Court on 24th April 2006 in Civil Application No.3945 of 2006, the petitioner has paid in all Rs.94,000/- to the workman being an amount as required under Section 17-B of the Industrial Disputes Act, 1947.

4. Learned advocate Mr. Yadav appearing on behalf of the petitioner has submitted that termination is based upon the policy decision taken by the petitioner, so, it was a mass termination by the petitioner. He also submitted that Court should have to consider the length of service intermediate working of the workman and nature of service. He further submitted that

compensation was paid on 21st December 1995 that should have to be considered a payment under Section 25-F of the Industrial Disputes Act, 1947. At the time of terminating the service of workman, because not having a proper address of the workman, petitioner was not able to make the payment of compensation to the workman. Therefore, according to him, though bonafide efforts made by petitioner but due to not having a proper address of the workman, retrenchment compensation was not paid at the relevant time, but, subsequently, it was paid to the workman. He also submitted that workman has left the job in between from 1979 to 1990 and not reported for work. He was involving in theft case, therefore, he was not allowed to appear in examination, so, conduct of the workman was also necessary to be looked into while granting the relief to the workman. He also submitted that back wages is not automatic relief which available to the workman because of setting aside the termination order. He referred Para 3, 5, 7 and 8 from the award. He also submitted that it is not a permanent work which were performed by the workman and in between, there was long gap. He submitted that additional affidavit has been filed by the petitioner pointing out bonafide efforts made by the petitioner for payments of compensation. According to him, workman is not entitled to any amount of back wages and also reinstatement

because subsequently, retrenchment compensation was paid by the petitioner. He relied upon the following decisions :

(i) ***U.P. SRTC Ltd. v. Sarada Prasad Misra and Another*** reported in ***2006 (4) SCC 733***.

(ii) ***U.P. State Brassware Corpn. Ltd. & Anr. v. Udai Narain Pandey*** reported in ***2005 AIR SCW 6314***.

(iii) ***State of Punjab v. Jagir Singh*** reported in ***2004 (8) SCC 129*** (Head Note 'B' – relied by him)

(iv) ***Ram Ashrey Singh and Another v. Ram Bux Singh and Others*** reported in ***2003-II L.L.J. 176*** (Para 8 relied by him)

5. Except that, no other submission is made by the learned advocate Mr. Yadav and no other decision has been relied and cited before this Court by him.

6. Learned advocate Mr. Mishra appearing on behalf of the respondent submitted that Industrial Tribunal has rightly examined the issue and decided the same in accordance with law. He also submitted that Industrial Tribunal has not committed any error which require interference by this Court. He also submitted that Industrial Tribunal has rightly appreciated

and oral and documentary evidence and come to the conclusion that from 1990 to 1994, each year, workman had completed 240 days continue service. He also submitted that form the date of termination preceding twelve months, workman had completed 240 days continuously. He also submitted that in case of violated Section 25-F then termination is held to be invalid or in case non-compliance of Section 25-F of the Industrial Disputes Act, 1947, then relief of reinstatement must have to be granted. He submitted that provisions of Section 25-F(a) and Section 25(F)(b) of the Industrial Disputes Act, 1947, are mandatory in nature required to comply simultaneously and if non-compliance, then order of retrenchment is *ab initio void*. Learned advocate Mr. Mishra submitted that subsequent payment of retrenchment compensation is not a payment in eyes of law. Therefore, he submitted that Industrial Tribunal has rightly decided the issue and rightly granted the back wages of interim period, because, workman was remained unemployed as per his evidence and no evidence was produced by the petitioner to prove the gainful employment of workman, therefore, Industrial Tribunal has rightly granted the amount of back wages.

7. I have considered the submissions made by both the learned advocates appearing on behalf of

the respective parties. I have also perused the award passed by the Industrial Tribunal (Central), Ahmedabad. The submission of learned advocate Mr. Yadav is that nature of work, conduct of workman and intermediate working or having a gap from 1979 to 1990 are not relevant to the decided by the Industrial Tribunal. The relevant is whether from the date of termination preceding 12 months, workman had completed 240 days continuous service or not. If workman is able to satisfy this requirement as required under Section 25(B) of the Industrial Disputes Act, 1947, then, it is legal obligation upon the petitioner to comply under Section 25-F of the Industrial Disputes Act, 1947. It is not in dispute that along with termination, retrenchment compensation was not paid to the workman. The reason may be good, but, non-compliance is relevant. Therefore, subsequent payment on 21 December 1995 is not a payment in eyes of law. Whenever mandatory provision is violated, subsequent compliance cannot condone the earlier violation which has been committed by the petitioner. Therefore, looking to discussion in Para 9 based on documents produced by the petitioner vide Exh.7. The Industrial Tribunal has considered the Exh.7/1 which was muster roll of workman wherein, the working days of the working during the year 1990 to 1994 are as under:

| Year | Working Days |
|---|---|
| 1990 | 309 |
| 1991 | 349 |
| 1992 | 323 |
| 1993 | 292 |
| 1994 | 267 |

8. It is necessary to note that service of the workman was terminated with effect from 1st October 1994 on the basis of circular dated 1st September 1994. Therefore, from the date of termination, 1st October 1994 preceding twelve months from the record of petitioner itself is proved that workman had completed 240 days continue service, then, Section 25-F is required to be complied by the petitioner. Non-compliance is not in dispute and therefore, in such circumstances, when mandatory provision is not followed while terminating the service of workman then such termination is held to be *ab initio void*. This aspect has been considered by the Apex Court in case of ***Mohan Lal v. The Management of M/s. Barat Electronics Limited.*** Reported in ***AIR 1981 SC 1253***. The relevant discussion in Para 14 to Para 17 which are quoted as under :

> ***"Para 14 : We have already extracted Section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In***

***fact, we need not further dilate upon this aspect because in Surendra Kumar Verma v. Central Government Industrial-cum-Labour Court, New Delhi (1980) 4 SCC 443 : (AIR 1981 SC 422) Chinnappa Reddy, J. after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd. Case (AIR 1963 SC 1914) held as under (at p. 426 of AIR) :***

***“"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."***

***In a concurring judgment Pathak J. agreed with this interpretation of Section 25B (2). Therefore, both on principle and on precedent it must be held that Section 25B***

***(2) comprehends a situation where a workman is not in employment for period of 12 calendar months but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i. e. the date of retrenchment. If he has. he would be deemed to be in continuous service for a period of one year for the purpose of Section 25B and Chapter VA.***

***15. Reverting to the facts of this case, admittedly the appellant was employed and was on duty from December 8, 1973 to October 19, 1974 when his service was terminated. The relevant date will be the date of termination of service, i. e. October 19, 1974 Commencing from that date and counting backwards, admittedly he had rendered service for a period of 240 days within a period of 12 months and, indisputably, therefore, his case falls within Section 25B (2) (a) and he shall be deemed to be in continuous service for a period of one year for the purpose of Chapter VA.***

***16. Appellant has thus satisfied both the***

***eligibility qualifications prescribed in Section 25F for claiming retrenchment compensation. He has satisfactorily established that his case is not covered by any of the excepted or excluded categories and he has rendered continuous service for one year. Therefore, termination of his service would constitute retrenchment. As precondition for a valid retrenchment has not been satisfied the termination of service is ab initio void, invalid and inoperative. He must, therefore, be deemed to be in continuous service.***

***17. The last submission was that looking to the record of the appellant this Court should not grant reinstatement but award compensation. If the termination of service is ab initio void and inoperative, there is no question of granting reinstatement because there is no cessation of service and a mere declaration follows that he continues to be in service with all consequential benefits. Undoubtedly, in some decisions of this Court such as Ruby General Insurance Co. Ltd. v. P. P. Chopra. (1970) 1 Lab LJ 63 and Hindustan Steel Ltd.,***

***Rourkela v. A. K. Roy, (1970) 3 SCR 343 : (AIR 1970 SC 1401) it was held that the Court before granting reinstatement must weigh all the facts and exercise discretion property whether to grant reinstatement or to award compensation. But there is a catena of decisions which rule that where the termination is illegal especially where there is an ineffective order of retrenchment, there is neither termination nor cessation of service and a declaration follows that the workman concerned continues to be in service with all consequential benefits. No case is made out for departure from this normally accepted approach of the Courts in the field of social justice and we do not propose to depart in this case.“***

9. Recently, the Apex Court has also examined this aspect that what would be the legal effect for violation of Section 25-F by the employer. In case of ***Manager, Reserve Bank of India, Bangalore v. S. Mani and Others*** reported in ***(2005) 5 SCC 100***. The Apex Court has observed in **Head Note –** 'C', the relevant head note is as under :

***“C. ... Sections 25-F and 25-N – 240 days' continuous service rendered by temporary***

***workman – Effect – Status to which workman restored on reinstatement for non-compliance with Section 25-F – Held, 240 days of continuous service does not by itself give rise to a claim of permanence – A direction for reinstatement for non-compliance with Section 25-F would only restore to the workman the same status which he held when his services were terminated...“***

10. The Apex Court has observed in case of ***Krishna Bahadur v. M/s. Purna Theater and others*** reported in ***2004 AIR SCW 4758***. The relevant paras 11, 12 and 12-A are as under :

***“<u>Para 11</u> : It is neither in doubt nor in dispute that the provisions of Section 25-f(b) is imperative in character. The provisions postulates the fulfillment of the of the following three conditions :***

***(i)One month's notice in writing indicating the reasons for retrenchment or wages in lieu of such notice;***

***(ii)Payment of compensation equivalent to fifteen days, average pay for every completed year of continuous service***

***or any part thereof in excess of six months; and***

***(iii)Notice to the appropriate Government in the prescribed manner.***

***<u>Para 12</u> : The requirement to comply with the provision of Section 25-F(b) has been held to be mandatory before retrenchment of a workman is given effect to. In the event of any contravention of the said mandatory requirement, the retrenchment would be rendered void* ab initio.**

***<u>Para 12A</u> : In Workmen of Sudder Workshop of Jrehaut Tea Co. Ltd. v. The Management, [(1980) 2 LLJ 124], whereupon reliance had been placed by the Division Bench, this Court held :***

***"... That apart, if there be non-compliance with S. 25-F, the law is plain that the retrenchment is bad..."***

11. The Apex Court has observed in case of ***Assistant Engineer and Anr. v. Judge, Labour Court and Ors.,*** reported in ***2006 LAB.I.C. 34***. The relevant para 12, 13 and 14 are quoted as under :

***"Para 12** : In my opinion, the findings recorded by the learned Labour Court are based on correct appreciation of evidence. The services of the respondent No.2 – workman were retrenched on 31-12-1986 and the compensation as required by Section 25F of the Act of 1947 was sent to the workman's house on 6-1-1987. Thus, admittedly, the compensation was not paid to the respondent – workman at the time of his retrenchment, but was sent later on, which is against the mandatory provisions of Act of 1947. Section 25F(b) of the Act of 1947 specifically provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen day's average pay (for every completed year the continuous service) or any part thereof in excess of six months.*

***Para 13** : Admittedly, the respondent – workman has not been paid the compensation at the time of retrenchment in compliance of provisions of Section 25F of the Act of 1947. Hence, retrenching the services of the respondent – workman, mandatory*

***provisions of Section 25F of the Act of 1947 have not been complied with.***

***<u>Para 14</u> : That apart, the respondent – workman has not been paid compensation while counting the same in conformity with the provisions of Section 25F of the Act of 1947, hence, the provisions of Section 25F of the Act of 1947 have not been complied with in their true letter and spirit.“***

***[See : DBH International Limited v. Their Workmen*** reported in ***2005-106-FLR 735 Bombay*** and ***Mahabaleshwar Madhotpadak Sahakari Society Ltd. v. Hira V. Dhebe*** reported in ***2006-110 FLR 394 Bombay]***

12. The Apex Court has observed in case of ***Ruldu Ram and Another v. State of Punjab and Another*** reported in ***2006-I L.L.J. 893.*** The relevant para 3 is quoted as under :

***“<u>Para 3</u> : We have heard the learned counsel for the parties. Mr. T.P. Singh, learned counsel appearing for the petitioners, submitted that once the order of dismissal has been set aside and the petitioners have been directed to be reinstated, they are entitled to full back wages as consequential relief. In support of his submission, the learned counsel relied on a judgment of this Court in the***

***case of Hari Palace, Ambala City v. Presiding Officer Labour Court, 1980-II-LLJ-294 (P&H-DB). Mr. Sobti has submitted that the relief of full back wages is not to be granted as a matter of right. The plea with regard to the wages was not even raised before the revisional authority. Therefore, the respondents were denied the opportunity to place on the record material to show that the petitioners had been gainfully employed during the period when they remained dismissed from service. Having considered the submissions made by the learned counsel for the parties, we are of the considered opinion that the writ petition deserves to be allowed. The law has been categoricaly laid down by a Full Bench of this Court in the case of Hari Palace (supre), in the following words 1980-II-LLJ-294 at pp. 295 & 296 :***

> ***"5. There is no gainsaying the fact that there has been some divergence of opinion in the various High Court on the point earlier, varying views had been expressed as to whether precisely the onus lay with regard to the claim to back wages and also with regard to the striking of the issues or the***

***necessary point for determination thereof by the Labour Court itself. Within this Court a Division Bench in Daljeet and Co. Privagte Ltd., Ropar v. State of Punjab and Ors. AIR 1964 Punj 313 has held that the dismissed employee is reinstated with continuity of service, the normal relief would be the payment of full wages from the date of dismissal, and it is fro the employer to raise this matter and prove that the employee had been earning wages for the whole or any part of the period in question. The aforesaid view has been consistently followed in this Court and reaffirmed in Harbans Singh and others v. Assistant Labour Commissioner and others 1976 (78) PLR 221. The Allahabad High Court was inclined to take a similar view in Postal Seals Industrial Co-operative Society Ltd. v. Labour Court, Lucknow 1971-I-LLJ-327 and the same tenor is the judgment of the Gujarat High Court in Dhari Gram Panchayat v. Safai Kamdar Mandal 1971-I-LLJ-508.***

***6. However, all controversy now***

***seems to have been set at rest by their Lordships of the Supreme Court in Hindustan Tin Words Pvt. Ltd. v. Employees of Hindustan Tin Works Pvt. Ltd., and others AIR 1979 SC 75, wherein the appeal by Special Leave was expressly limited to the question of grant of back wages. It has been held therein in no uncertain terms:***

***"Ordinarily, therefore, a workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. That is not normal rule. Any other view would be a premium on the unwarranted litigative activity of the employer's.***

***And again :***
***"full back wages would be the normal rule and the party objecting to it must establish the circumstances necessitating departure.***

***The aforesaid view has been reiterated by their Lordships in G.T. Lad and others v. Chemicals and Fibres India***

***Ltd. 1979-I-LLJ-257 (SC).“***

13. Therefore, non-compliance of Section 25-F, the original status of the workman must have to be restored to the original position, therefore, considering the discussion in Para 9 of the award, the termination has been rightly set aside by the Industrial Tribunal as Section 25-F has been violated by the petitioner.

14. The second question about the back wages has been considered by this Court in light of evidence led before the Industrial Tribunal by both the parties. The evidence of workman before the Industrial Tribunal that after termination, he remained unemployed and not gainfully employee. The initial burden is upon the workman to prove that he remained unemployed during the interim period. That fact has been proved by his oral evidence before the Industrial Tribunal. The law on this question has been decided by the Apex Court recently in reported decision of ***2006 (5) Scale 505*** in case of **Municipal Council, Sujanpur v. Surender Kumar.** The relevant discussions in Paras 13, 15 and 16 which are quoted as under :

> ***“Para 13 :*** **Equally well settled is the principle that the burden of proof, having regard to the principles analogus to**

**Section 106 of the Evidence Act that he was not gainfully employed, was on the workman, [See : *Manager, Reserve Bank of India, Bangalore v. S. Mani & Ors., (2005) 5 SCC 100].***

***<u>Para 15</u> : Apart from the aforementioned error of law, in our considered opinion, the Labour Court and consequently the High Court completely misdirected themselves insofar as they failed to take into consideration that relief to be granted in terms of Section 11A of the said Act being discretionary in nature, a Labour Court was required to consider the facts of each case therefor. Only because relief by way of reinstatement with full back wages would be lawful, it would not mean that the same would be granted automatically.***

***<u>Para 16</u> : For the said purpose, the nature of the appointment, the purpose for which such appointment had been made, the duration / tenure of work, the question whether the post was a sanctioned one, being relevant facts, must be taken into consideration.“***

15. But, once the burden is discharged by the

workman before the Industrial Tribunal by leading oral evidence then it is shifted upon the employer to disprove this fact by leading proper evidence that workman is gainfully employed. The petitioner has not led any evidence to prove that workman is in gainful employment. The Industrial Tribunal has examined this question in light of the fact that mandatory provision has been violated by the petitioner and no evidence was led by the petitioner before the Industrial Tribunal to prove that workman is gainfully employed during the interim period. The contention which has been raised by the learned advocate Mr. Yadav that recently the law has been established by the Apex Court in respect to granting the amount of back wages. Some relevant factors are to be taken into account by the Labour Court / Industrial Tribunal. He submitted that conduct of workman is relevant, length of service is relevant and intermediate gap from 1979 to 1990 is also relevant and status of employee and nature of employment and nature of work. These are the criteria laid down by the Apex Court in aforesaid decision which has been relied by the learned advocate Mr. Yadav. It is true that relief of granting reinstatement and relief to grant back wages, both are independent and different questions. Merely setting aside the termination order, back wages is not automatic or natural relief, for which, workman is entitled.

But, in all the decision which has been relied by learned advocate Mr. Yadav, the Tribunal / Labour Court having a discretionary power to pass appropriate orders in respect to back wages considering the relevant circumstances of the case. Ultimately, it is a discretionary power of Labour Court/Industrial Tribunal to pass appropriate orders of back wages for interim period while keeping in mind the status of the employee, conduct of the employee, nature of work and other relevant factors. Here, in facts of this case, workman was appointed in the year 1979. He was selected by selection committee on 31st October 1981. So, it is not a back door entry or appointment *dehors* the recruitment rules. Thereafter, he remained continue in service for some period and because of involvement in some theft case, he was not allowed to appear in entrance test by letter dated 26th September 1983. Therefore, it was restrained by the petitioner not to appear in entrance test to the workman. Subsequent, in respect to allegation about the involvement in the theft case, the workman was declared acquittal by the Judicial Magistrate, First Class. That decision was produced on record by the workman. Then, workman was not taken back on job by the petitioner. He remained as it is without any work for interim period though his evidence was there that during the interim period, he was getting good work, therefore, he

was not resuming his duty, but, this has been happened because of petitioner was not allowed to workman to appear in the entrance test because of involvement in theft case, otherwise, no occasion had arisen to left the job by the workman. In this case, the Industrial Tribunal has granted the back wages from 1994 onwards but not granted any amount of back wages prior to termination, therefore, considering the continue service of four years, the workman who was selected by the petitioner after following recruitment rules and then to terminated his service of such employee on the basis of circular dated 1st September 1994 being a mass termination without justification and considering the continue service of four years wherein, in each year, workman remained in service for more than 240 days. It is also necessary to consider that merely receiving the letter being a policy from higher authority, the service of respondent was terminated. Whether it is justified to terminated the service of workman by the petitioner ? If workman is not available, unit is closed, project is over, there are the justification to terminate the service of workman. Merely, the provision is made in law that employer can terminate (retrenchment) any employee after following mandatory provisions of Section 25-F is not a permission / license to the employer to terminate the service of any employee after satisfying the requirement under Section

25-F. Merely, compliance of Section 25-F is not enough, but employer should have to justify such termination. In facts of this case, there is no justification at all except a circular from higher office date 1st September 1993. Why the decision has been taken to terminate the service of workman who was selected by the petitioner is after following due process of recruitment rules. Therefore, according to my opinion. The decision which has been relied by learned advocate Mr. Yadav has been considered by me and after perusing the award, according to my opinion, the relevant criteria which required to follow by Tribunal while granting back wages has been followed by the Industrial Tribunal. Looking to the facts of this case, the workman who made entry in 1979, selected in 1981, remained in service up to 1983, not allowed to appear in entrance test because of involvement in theft case, wherein, he was declared acquittal, thereafter no care has been taken by the petitioner to continue the workman in service. From 1990 to 1994, continue service with petitioner, no specific any evidence to justify termination led before the Tribunal. So, considering the length of service, nature of work and selected employee and period of unemployment, the Industrial Tribunal has rightly examined the issue that such termination is arbitrary, violating Section 25-F of the Industrial Disputes

Act, 1947 and there was no evidence produced by the petitioner before the Industrial Tribunal that workman was gainfully employed during the pendency of interim period.

16. Therefore, according to my opinion, while granting the back wages on the basis of last working days in a last year and the termination means 1994, the petitioner shall have to calculate the back wages accordingly. According to my opinion, in this paragraph, reasonable direction safeguarding the interest of the petitioner not granted the regular salary of interim period. The Industrial Tribunal has rightly appreciated the relevant criteria and entire facts of this case and in absence of evidence from the petitioner, rightly granted the back wages of interim period. For that, according to my opinion, the Industrial Tribunal has not committed any error.

17. So, on both the count, while granting reinstatement and back wages, Industrial Tribunal has not committed any error which requires interference by this Court while exercising the power under Article 227 of the Constitution of India.

18. This Court having a limited power to scrutinise the award in question while exercising

the power under Article 227 of the Constitution of India. The view express by Apex Court in case of ***Laxmikant Revchand Bhojwani and Another Vs. Pratapsing Mohansingh pardeshi*** *reported in* ***(1995)6 SCC 576****.* The following observations are relevant which are quoted as under :

> ***"The High Court under Article 227 cannot assume unlimited prerogative to correct all species of hardship or wrong decisions. It must be restricted to cases of grave dereliction of duty and flagrant abuse of fundamental principles of law or justice, where grave in justice would be done unless the High Court interferes."***

After considering this observation of Apex Court and reasoning given by the Industrial Tribunal, according to my opinion, there is no grave injustice would be done to the petitioner if this Court will not interfere under Article 227 of the Constitution of India.

19. In the result, present petition is dismissed. Rule is discharged. Interim relief, if any, stands vacated.

[H.K. RATHOD, J.]

#Dave